Renihan v. *Wright*, 125 Ind. 536, and that the surviving husband or wife, as the case may be, controls this right rather than the next of kin. *Weld* v. *Walker*, 130 Mass. 422; *Durell* v. *Hayward*, 9 Gray (Mass.) 248; *Larson* v. *Chase*, 47 Minn. 307; *Burney* v. *Children's Hospital*, 169 Mass. 57, 47 N. E. 401.

Though it is well established that after a burial, with the free consent of the person having the right to control the same, such person is estopped from removing the remains. *Fox* v. *Gordon*, 16 Phila. (Pa.) 185; *Peters* v. *Peters*, 43 N. J. Eq. 140; *Thompson* v. *Deeds*, 93 Iowa 228. Yet if the remains have been buried without such free consent, a court of equity may permit such person to remove them. *Weld* v. *Walker*, 130 Mass. 422; *Hackett* v. *Hackett*, 18 R. I. 155, 26 Atl. 42.

HOMESTEAD LIEN—BORROWED MONEY—CONTRACT—INDEBTEDNESS INCURRED AFTER HOMESTEAD RIGHT ATTACHES—JOHNSON COUNTY SAVINGS BANK v. CARROLL, 80 N. W. 683 (Iowa).—Where a creditor loans money on security, which is thereafter lost, he is not entitled to a lien on the homestead although the money loaned was used to pay part of the purchase price.

Robinson, C. J., dissenting on the ground that same gives to the defendant property which he never paid for, and holds it exempt from liability for the purchase price actually paid by another.

In *Eyster* v. *Hatheway*, 50 Ill. 521, and *Mitchell* v. *McCormick*, 50 Pac. 216, it was held that, in order to raise a lien on the homestead, it is not enough to show that the borrowed money was used to pay for the homestead, but it must also appear that it was a part of the contract that this should be done.

In *Williams* v. *Jones*, 100 Ill. 362, it was held that, although there be a waiver of the vendor's lien by taking other security for purchase money furnished, the holder of the indebtedness will not thereby lose the protection of the statute which provides that a homestead is not exempt from sale for a debt or liability incurred for the purchase or improvement thereof.

In *Christy* v. *Dyer*, 14 Iowa 438, it was held that a debt for the purchase money of premises occupied by the debtor as a homestead, is not a debt arising after the purchase of such homestead; and the homestead may, therefore, be subjected to the satisfaction of same.

INJUNCTION—LABELS—USE OF PRIVATE NAME AND LIKENESS—ATKINSON v. JOHN E. DOHERTY & Co., 80 N. W. 285 (Mich.).—Equity will not restrain the use of the name and likeness of a deceased person as a label to be used in the sale of cigars named after him, though he may not have been a public character, so long as it does not amount to a libel.

This case has aroused wide-spread comment throughout the country, as deciding that there is no law in Michigan against bad taste, and involves a discussion of the law in regard to the so-called "right to privacy." How much property right has a person in his name and portrait?

In *Schuyler* v. *Curtis*, 19 N. Y. Sup. 264, 64 Hun. 594, the Supreme Court held that a preliminary injunction would be at the instance of the relatives of a deceased woman to prevent her statue from being exhibited at the World's Fair, and designated "The Typical Philanthropist." The case was afterwards heard and a decree entered in accordance with the prayer of the bill. *Schuyler* v. *Curtis* (Sup. 124 N. Y. Sup. 509). This decision was squarely in conflict with the doctrine laid down in present case, but was reversed by the Court of Appeals in 1895. See 42 N. E. 22, Gray, J., dissenting, the opinion holding that "a woman's right of privacy, in so far as it includes the right to prevent the public from making pictures and statues of her, does not survive her, so that it can be enforced by her relatives." In *Marks* v. *Jaffa*, 26 N. Y. Sup. 908, publication of portrait was enjoined apparently on the strength of *Schuyler* v. *Curtis*, not then reversed.

Corliss v. *Walker*, 31 Lawy. Rep. Ann. 283, and note (S. C. 57 Fed. 434, and 64 Fed. 280), denied an injunction to restrain the publication of a biography of the great inventor, but granted it to restrain the publication of his portrait. Subsequently this injunction was dissolved, on the ground that the deceased was a public character, not a private individual. In the case under discussion the court in commenting on the Corliss case questions the wisdom of the distinction, and says: "We are loath to believe that the man who makes himself useful to mankind surrenders any right of privacy thereby."

In *Murray* v. *Engraving Co.*, 28 N. Y. Sup. 271, it was held that a father could not prevent the unauthorized publication of his child's photograph, for the law takes no cognizance of a sentimental injury independent of a wrong to person or property.

There are many authorities to the effect that a private individual has a right to be protected in the representation of his portrait in any form, and that this is a property as well as a personal right. Cf. *Gee* v. *Pritchard*, 2 Swanst. 402; *Folsom* v. *Marsh*, 2 Story 100, Fed. Cas. No. 4901; *Tipping* v. *Clarke*, 2 Hare 383, 393; *Prince Albert* v. *Strange*, 1 Mach and G. 25. But the court in the present case decides that the alleged right to privacy is not under this particular state of facts a property right, and that so long as the publication of the portrait does not amount to a libel, a court of equity will not protect the relatives of the deceased against a mere injury to their feelings, although a violation of the canons of good taste. "The law," says the court, "does not discriminate between persons who are sensitive and those who are not."

INSOLVENT CORPORATIONS—SECRET PREFERENCE OF CREDITORS—UNITED STATES RUBBER CO. ET AL. V. AMERICAN OAK LEATHER CO., 96 Fed. 841.—Where a corporation that is about to fail, in order to gain time and borrow money, makes an arrangement with some of its creditors whereby they are to be put in charge of the concern and be given judgment notes covering what is due them and thereby are to prevent preferences to other creditors, such an arrangement is a fraud in fact on the general creditors.

Courts have recognized the justice of allowing embarrassed concerns to tide over difficulties by using their property in any way they may see fit. *Preston* v. *Spaulding*, 125 Ill. 20; *White* v. *Cotzhausen*, 129 U. S. 329. But they have further recognized that one cannot convey all his property and stop doing business. *Kelloy* v. *Richardson*, 19 Fed. 70, 72. It then becomes a question of what was the intention of the insolvent concern in entering into obligations like those in the present case. How close a question this often is, is well illustrated by the case before us. We see how frequently the judicial mind may differ on this point, and in view of the large interests that may be concerned in such case, how important it is that a transaction should be considered as actually fraudulent only on the strongest proof or actual knowledge. *Street* v. *Bank*, 147 U. S. 36.

INSURANCE—AGENT—AUTHORITY — NOTICE — POLICY — ENDORSEMENT —WARRANTY—NORTHRUP ET AL. V. PIZA, 60 N. Y. Supp. 363.—A fire insurance policy was issued by general agents and attorneys of a fire insurance company on recommendation of a firm of fire insurance brokers, said policy containing material warranty on the part of the insured. Subsequently an addition was made to the policy in which no mention was made of the warranty. *Held*, that a broker having only authority to solicit risks, recommend same, and receive premiums (these services being paid for by commissions), is not an agent of the insuring company, and hence notice to him is not notice to the company. Also that attachment of said endorsement, see supra, did not abrogate original warranty clause.